

01-28-2005

U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

1/25/05

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102932089

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies)/Execution Date(s):

Docutek Information Systems, Inc.

- ☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☒ Corporation-State Delaware
☐ Other _____

Citizenship (see guidelines) _____

Execution Date(s) January 13, 2005

Additional names of conveying parties attached? ☐ Yes ☒ No

3. Nature of conveyance

- ☐ Assignment ☐ Merger
☒ Security Agreement ☐ Change of Name
☐ Other _____

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? ☐ Yes ☒ No

Name: BNP Paribas

Internal _____

Address: _____

Street Address: 787 Seventh Avenue

City: New York

State: New York

Country: USA Zip 10019

- ☐ Association Citizenship _____
☐ General Partnership Citizenship _____
☐ Limited Partnership Citizenship _____
☐ Corporation Citizenship _____
☒ Other Collateral Agent Citizenship _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: ☐ Yes ☐ No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

SEE ATTACHED SCHEDULE A

Additional sheet(s) attached? ☒ Yes ☐ No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Meredith Schorr

Internal Address: c/o White & Case LLP

Street Address: 1155 Avenue of the Americas

City: New York

State: New York Zip 10036

Phone Number: (212) 819-8200

Fax Number: 2120354-8113

Email Address: _____

6. Total number of applications and registrations involved:

9

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$240

- ☐ Authorized to be charged by credit card
☒ Authorized to be charged to deposit account
☒ Enclosed

8. Payment Information:

- a. Credit Card Last 4 Numbers _____
Expiration Date _____
b. Deposit Account Number 23-1705
Authorized User Name Meredith Schorr

9. Signature: _____

Signature

Date

Meredith Schorr

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 8

Documents to be recorded (including cover sheet) should be faxed to (703) 306-5995, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria VA 22313-1450

01/27/2005 DBYRNE 00000064 2651435

01 FC:8521
02 FC:8522

40.00 OP
200.00 OP

NEWYORK 4625155 (2K)

TRADEMARK
REEL: 003111 FRAME: 0613

SCHEDULE A

<u>MARK</u>	<u>REG. NO.</u>	<u>REG. DATE</u>
DOCUTEK	2,651,435	11/19/2002
ERES	2,701,663	4/1/2003
DOCUTEK.COM	2,723,010	6/10/2003
DOCUTEK ATSCHOOL	2,780,125	11/4/2003
DOCUFAX	2,740,956	7/29/2003
DOCUTEK ERES	2,831,919	4/13/2004
MAKING ONLINE LEARNING SIMPLE	2,844,708	5/25/2004
VRLPLUS	2,850,738	6/8/2004
DOCULIB	2,723,041	6/10/2003

GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which is hereby acknowledged, Docutek Information Systems, Inc. (the "Grantor"), a Delaware corporation with principal offices at 1660 S. Amphlett Boulevard, San Mateo, California 94402, hereby assigns and grants to BNP Paribas, as Collateral Agent (the "Grantee"), with principal offices at 787 Seventh Avenue, New York, New York 10019, a security interest in (i) all of the Grantor's right, title and interest in and to the United States trademarks, trademark registrations and trademark applications (the "Marks") set forth on Schedule A attached hereto, (ii) all Proceeds (as such term is defined in the Security Agreement referred to below) and products of the Marks, (iii) the goodwill of the businesses with which the Marks are associated and (iv) all causes of action arising prior to or after the date hereof for infringement of any of the Marks or unfair competition regarding the same.

THIS GRANT is made to secure the satisfactory performance and payment of all the Obligations of the Grantor, as such term is defined in the Security Agreement among the Grantor, the other assignors from time to time party thereto and the Grantee, dated as of August 29, 2001 (as amended from time to time, the "Security Agreement"). Upon the occurrence of the Termination Date (as defined in the Security Agreement), the Grantee shall execute, acknowledge, and deliver to the Grantor an instrument in writing releasing the security interest in the Marks acquired under this Grant.

This Grant has been granted in conjunction with the security interest granted to the Grantee under the Security Agreement. The rights and remedies of the Grantee with respect to the security interest granted herein are as set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this


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Grant are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

[Remainder of this page intentionally left blank; signature page follows.]

IN WITNESS WHEREOF, the undersigned have executed this Grant as of the 13th day of January, 2005.

DOCUTEK INFORMATION SYSTEMS, INC., as
Grantor

By 
Name: Patricia C. Scannone
Title: President

BNP PARIBAS,
as Collateral Agent and Grantee

By _____
Name:
Title:

By _____
Name:
Title:

NEW YORK 499331 (TR)

Trademark Signature Page

IN WITNESS WHEREOF, the undersigned have executed this Grant as of the 13th day
of January, 2005.

DOCUTEK INFORMATION SYSTEMS, INC., as
Grantor

By _____
Name:
Title:

BNP PARIBAS,
as Collateral Agent and Grantee

By PJ de Filippis
Name: PJ de FILIPPIS
Title: MANAGING DIRECTOR

By Cecile Scherer
Name: CECILE SCHERER
Title: Director
Merchant Banking Group

Trademark Signature Page

(17) 512952 2101/AMIN

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BNP PARIBAS

JAN-13-2005 12:08

STATE OF Alabama)
COUNTY OF Madison) ss.:

On this 13th day of January, 2005, before me personally came PATRICK C. SUMMERS who, being by me duly sworn, did state as follows: that [s]he is President of Docutek Information Systems, Inc., that [s]he is authorized to execute the foregoing Grant on behalf of said corporation and that [s]he did so by authority of the Board of Directors of said corporation.



Kimberly Smith
Notary Public 7-1-06

STATE OF New York)
COUNTY OF New York) ss:

On this 13th day of January, 2005, before me personally came Leaie Scherer who, being by me duly sworn, did state as follows: that [s]he is Director of BNP Paribas, that [s]he is authorized to execute the foregoing Grant on behalf of said corporation and that [s]he did so by authority of the Board of Directors of said corporation.

Ann Marie Dass
Notary Public

ANN MARIE DASS
Notary Public, State of New York
No. 01DA609859
Qualified in Queens County
Commission Expires Sept. 15, 2007

Trademark Signature Page

NEW YORK 4516285 (20)

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BNP PARIBAS

JAN-13-2005 12:08